

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLANETGOV INC.		02/11/2004	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	201 South College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2556901	PLANETGOV
Registration Number:	2559414	PLANETGOV.COM

CORRESPONDENCE DATA

Fax Number: (704)353-3692
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704.331.5792
Email: docket@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower - 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 0013567.00098

NAME OF SUBMITTER: docket@kennedycovington.com

Total Attachments: 7
source=TMSecAgreePLANP1#page1.tif

900006068

TRADEMARK
REEL: 002808 FRAME: 0498

OP \$65.00 2556901

source=TMSecAgreePLANP2#page1.tif
source=TMSecAgreePLANP3#page1.tif
source=TMSecAgreePLANP4#page1.tif
source=TMSecAgreePLANP5#page1.tif
source=TMSecAgreePLANP6#page1.tif
source=TMSecAgreePLANP7#page1.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February, 13, 2004 by and among PLANETGOV INC., a Virginia Corporation (the "Grantor"), having its chief executive office at 14155 Newbrook Drive, Chantilly, VA 20151, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, CP-8, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 13, 2004 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Intellisys Technology Corp., a Delaware corporation (the "Borrower"), ITC Holdings Inc., a Delaware corporation ("Holdings"), the lenders who are or may become a party to this Agreement (collectively, the "Lenders"), and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of February 13, 2004 by and among the Borrower, Holdings, certain Subsidiaries of Holdings and the Borrower and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or, to the extent Grantor has such rights, under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or, to the extent Grantor has such rights, Trademark License or (c) breach or enforcement of any Trademark License; and

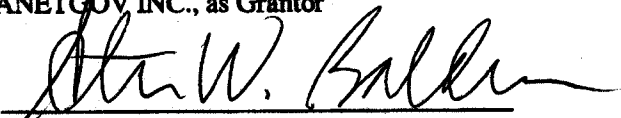
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PLANETGOV INC., as Grantor

By: 

Name: Steven W. Baldwin

Title: President and Chief Executive Officer

[Signature Pages Continue]

[Trademark Security Agreement- PlanetGov Inc.]

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Fairfax

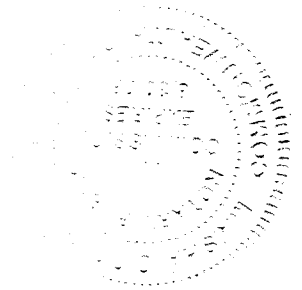
I, Maisha O'Connor, a Notary Public for said County and State, do hereby certify that Steven W. Baldwin personally appeared before me this day and stated that (s)he is CEO of PlanetGov Inc. and acknowledged, on behalf of Maisha O'Connor the due execution of the foregoing instrument.

Witness my hand and official seal, this 11 day of February, 2004.

Maisha O'Connor
Notary Public

My commission expires:

6/30/06



Agreed and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Scott Santa Cruz
Name: Scott Santa Cruz
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner.</u>	<u>Registration Number</u>	<u>Issue Date</u>
PlanetGov, Inc.	2,556,901	04/02/2002
PlanetGov Inc.	2,559,414	04/09/2002

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.